

**APPENDIX A**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

[ \_\_\_\_\_ ]

**FOR**

**INMATE COMMUNICATION SYSTEM AND SERVICES**

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### STANDARD EXHIBITS

<b>A</b>	Statement of Work
<b>B</b>	Service Level Agreement
<b>C</b>	Pricing Schedules
C1	Telephone Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5a (Telephone Rates and Payment Schedule) of Appendix B (Required Forms) to the RFP]
C2	Tablet Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5b (Tablet Rates and Payment Schedule) of Appendix B (Required Forms) to the RFP]

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C3	Digitized Inmate Postal Mail Services Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5c (Digitized Inmate Postal Mail Services Rates and Payment Schedule) of Appendix B (Required Forms) to this RFP]
D	County's Administration
E	Contractor's Administration
F	Form(s) Required at the Time of Contract Execution
	Exhibit F1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
	Exhibit F2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
	Exhibit F3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
G	Safely Surrendered Baby Law
H	Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor
	Exhibit H1 Individual's Assignment and Transfer of Copyright
	Exhibit H2 Contractor's Assignment and Transfer of Copyright
	Exhibit H3 Notary Statement for Assignment and Transfer of Copyright
I	Information Security and Privacy Requirements
J	Inmate Communication System and Services (ICSS) Solution Requirements
K	Contract Discrepancy Report

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
INMATE COMMUNICATION SYSTEM AND SERVICES**

This Contract (Contract) made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the County of Los Angeles (County) and \_\_\_\_\_, (Contractor), located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department) may contract with private businesses for Inmate Communication System and Services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Services; and

WHEREAS, the County has determined that it is legal, and feasible to contract for Services; and

WHEREAS, the County, desires to contract with Contractor for the Services as further defined in Paragraph 2.1.25 below, for the Sheriff's Department and the Probation Department; and

WHEREAS, Contractor represents that it possesses the necessary special skills knowledge, technical competence, equipment (including hardware and software) and sufficient staffing to provide the Services as further described in this Contract; and

WHEREAS, under this Contract (as defined below) the County is authorized pursuant to California Government Code Sections 23004 and 31000 and otherwise; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A through K, any Attachments, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Service Level Agreement
- 1.3 Exhibit C Pricing Schedules
  - C1 – Telephone Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5a (Telephone Rates and Payment Schedule) of Appendix B (Required Forms) to the RFP]
  - C2 – Tablet Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5b (Tablet Rates and Payment Schedule) of Appendix B (Required Forms) to the RFP]
  - C3 – Digitized Inmate Postal Mail Services Rates and Payment Schedule [Not Attached to Contract; See Exhibit 5c (Digitized Inmate Postal Mail Services Rates and Payment Schedule) of Appendix B (Required Forms) to this RFP]
- 1.4 Exhibit J Inmate Communication System and Services (ICSS) Solution Requirements
- 1.5 Exhibit D County’s Administration
- 1.6 Exhibit E Contractor’s Administration
- 1.7 Exhibit F1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit F2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.9 Exhibit F3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.10 Exhibit G Safely Surrendered Baby Law
- 1.11 Exhibit H1 Individual’s Assignment and Transfer of Copyright
- 1.12 Exhibit H2 Contractor’s Assignment and Transfer of Copyright



- 1.13 Exhibit H3 Notary Statement for Assignment and Transfer of Copyright
- 1.14 Exhibit I Information Security and Privacy Requirements
- 1.15 Exhibit K Contract Discrepancy Report

This Contract, and the Exhibits, hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) below, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used in this Contract.

- 2.1 **Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Contract.
- 2.2 **Amplified Handsets:** A Telephone Instrument handset for use by the hearing-impaired Inmate which allows volume control based on the individual needs of the Inmate.
- 2.3 **Association:** Means any entity formed to administer and promote the use of credit-debit cards, including without limitation, VISA U.S.A and MasterCard International, Incorporated.
- 2.4 **Association Rules:** Means the bylaws, rules, and regulations of the Associations, as they exist from time to time.
- 2.5 **Authorized Call List:** A list of telephone numbers used to limit phone calls from designated Inmates to pre-approved telephone numbers only.
- 2.6 **Blocked Calls:** All attempted calls that are not connected that Contractor has disallowed for reasons of security, court order, or as specified in Exhibit A (Statement of Work) to this Contract.
- 2.7 **Business Day:** Means Monday through Friday, excluding County-observed holidays.
- 2.8 **Call Acceptance:** Occurs when the called party agrees to accept the incoming call and both parties are able to converse.
- 2.9 **Card Issuer:** Means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover Card.
- 2.10 **Card Rules:** Means the Association Rules and any other rules and/or regulations from time to time promulgated by a Card Issuer, credit/debit card processor and/or PIN-Based Debit Network.

- 2.11 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Contract.
- 2.12 Chief Probation Officer:** Means the official appointed by the Board that serves as the head of the Probation Department.
- 2.13 California Public Utilities Commission (CPUC):** Regulates telecommunications, electric, natural gas, water, railroad, rail transit and passenger transportation companies. The CPUC is chartered by the State of California to assure Customers have safe, reliable utility service at reasonable rates.
- 2.14 Completed Calls:** Attempted calls that are accepted by the receiving party.
- 2.15 Contract:** This Contract executed between the County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services and other Work.
- 2.16 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the Work covered by this Contract.
- 2.17 Contractor Project Manager:** Has the meaning set forth in Paragraph 7.2 (Contractor Project Manager) of this Contract.
- 2.18 County Commission Earned:** Total of County Tablet Commission Earned.
- 2.19 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager in accordance with Paragraph 6.2 (County Project Director) of this Contract. All references here forward to County Project Director will mean, "County Project Director or Designee."
- 2.20 County Project Manager:** Has the meaning set forth in Paragraph 6.3 (County Project Manager) of this Contract. All references here forward to County Project Manager will mean, "County Project Manager or Designee."
- 2.21 Customer:** An individual outside the Sheriff Facilities and Probation Facilities desirous of receiving telephone calls from an Inmate. Also, a "call recipient."
- 2.22 Day(s):** Means calendar day(s) unless otherwise specified.
- 2.23 Data Security Guidelines:** Means a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard; and b) all applicable County information technology and security (i) policies from time

to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by the County Project Director to Contractor.

- 2.24 Deficiencies:** Means any malfunction, error, or defect in the design, development, or implementation of any Work/Service provided hereunder; any error or omission, or deviation from the specifications or mutually agreeable industry standards, or any other malfunctions or error, including the provision of negligent workmanship, in whole or in part, not performing in accordance with the provisions of this Contract, including Exhibit A (Statement of Work), Exhibit J [Inmate Communication System and Services (ICSS) Solution Requirements], and any executed Amendments and Change Notices, as determined by the County Project Director, in their sole discretion.
- 2.25 Documentation:** Means any and all written and electronic materials provided or made available by Contractor, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs specifications, ICSS designs and ICSS design reviews, and all other instructions and information relating to the capabilities, operation, installation and use of the ICSS.
- 2.26 Digitized Inmate Postal Mail Services (DIPMS):** Off-site services that scan and convert physical U.S. Postal mail into digital files that can be used for hard copy delivery or delivery via Contractor's web-enabled dashboard, tablet and/or wall-mounted kiosk.
- 2.27 Essential Tools:** Any tools and materials required to install, maintain, or repair the ICSS, Telephone Instruments, Tablets and other equipment.
- 2.28 Facility(ies):** Means all of the Sheriff's Department jails, facilities, court lockups, and station jails and Probation Department camp facilities, youth centers, and juvenile halls.
- 2.29 Federal Communications Commission (FCC):** The Federal Communications Commission is the government agency responsible for regulating telecommunications in the United States.
- 2.30 Inmate Communication System and Services (ICSS):** All of the Services to be provided by Contractor hereunder, including the Inmate Telephone System (ITS) and related Services, Inmate Telephone Management System (ITMS) and related Services, Digitized Inmate Postal Mail Services, Inmate Tablet Devices (ITD) and related Services, and payment platform. The ICSS includes all telephone platforms, Telephone Instruments, networking, lines, wiring, cables, conduit, switches, routers, servers, modems, platforms, Tablets and kiosks, installation, connectivity, maintenance and support Services, storage, security, training, all other services and items, System Administration Consoles and other consoles

and all other related equipment, as such ICSS is described in Exhibit A (Statement of Work), the Exhibits and Attachments thereto, Exhibit J [Inmate Communication System and Services (ICSS) Solution Requirements], and otherwise in this Contract, and all updates and upgrades from time to time provided by Contractor with respect thereto.

- 2.31 Incomplete Calls:** Calls that do not have positive acceptance of the call by both the called and calling parties and a conversation does not start.
- 2.32 Inmate:** Means inmates and detainees located throughout the Sheriff's Facilities and juvenile detainees at the Probation Facilities.
- 2.33 Inmate Tablet Device (ITD):** Contractor provided tablet device that includes a functional telephone-enabled tablet solution and services. The ITD encompasses all hardware and Services specific to the functionality of the tablets as described in Exhibit A (Statement of Work).
- 2.34 Inmate Telephone Management System (ITMS):** A feature of the ICSS which provides the capability to monitor, record and archive all calls placed within the ITS, with the exception of calls made by juvenile detainees from the Probation Department and calls made to a number on the Non-Recording List.
- 2.35 Inmate Telephone System (ITS) System:** provided by Contractor, including all telephone platforms, instruments, networking, lines, wiring, cables, conduit, switches, routers, servers, modems, platforms, System Administration Consoles and other consoles and all other related equipment, as such system is described in Exhibit A (Statement of Work) and the Attachments, Exhibit J [Inmate Communication System and Services (ICSS) Solution Requirements] and otherwise in this Contract, and all updates and upgrades from time to time provided by Contractor.
- 2.36 Inmate Trust Account:** An account, similar to a bank account, maintained by the County in which an Inmate's funds are deposited for their use during their stay in custody.
- 2.37 Inmate Welfare Fund Tablet Revenue Share Rate:** Means the County's percentage of revenue payable by Contractor to the County from the Total Billable Tablet Services Amount received by Contractor for providing ITD.
- 2.38 International Service:** International call services throughout America (North, Central and South), and to overseas destinations.
- 2.39 Juvenile:** An individual (Inmate) residing in a Probation Department Facility who is under the care and custody of the Probation Department.
- 2.40 Kiosk:** Proof of Concept (POC) ITD system tablet affixed to the wall in an Inmate housing area for the purpose of providing kiosk services to that location.
- 2.41 Long Distance:** Generally, this refers to calls that are placed by the Inmate to destinations outside of their coverage area. The parameters of what

constitutes "long distance" varies by carrier, and is usually outlined in detail in that carrier's rate map brochure.

- 2.42 Non-Billable Calls:** Attempted calls that are identified as having potential problems in regards to receiving payment for call service charges. Non-billable numbers include destination numbers for which bill payments are determined to be in arrears and/or any destination numbers for which collection of charges is unlikely, such as cell phones, or overseas destinations.
- 2.43 Normal Business Hours:** Monday through Friday, 8:00 a.m. to 5:00 p.m. (Pacific Time), excluding County-recognized holidays.
- 2.44 Payment Platform:** The process and system, including equipment, to be established by Contractor that allows Inmates and Customers to pay for Tablet services.
- 2.45 Portable Telephone Instrument:** A Telephone Instrument platform that can be moved and made operational with minimal difficulty to areas of need within a Facility consistent with the requirements set forth in Exhibit A (Statement of Work).
- 2.46 Restricted Calls:** Calls to or from a location wherein the Contractor limits their telephone service, so that their telephone can only send within a pre-defined geographic area, or calls prevented by court order or Sheriff's Department policy (i.g. pro-per Inmates).
- 2.47 Sheriff:** Means the elected official who is the Sheriff of the County of Los Angeles. All references here forward to Sheriff shall mean, "Sheriff or Designee," unless otherwise specified.
- 2.48 Speed Dial Calls:** Those calls that are placed through speed dial configurations, at no cost to Inmate or County, to designated County entities whose charges are billed to the County's Internal Services Department.
- 2.49 Subcontract:** An agreement by Contractor to employ a Subcontractor to provide Services to fulfill this Contract.
- 2.50 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, Services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.51 Subscription:** Unlimited use of a service or collection of services for a given time period.
- 2.52 System Administrative Console:** A computerized platform enabling the County to monitor the key functions of the System, make required modifications, access data, and generate reports upon demand.

- 2.53 System Administrator Kill Switch:** A remote operating station which allows a system administrator to selectively disable, or place limits on any individual Telephone Instrument within the ITS, or to disable the entire ITS.
- 2.54 Tax and Taxes:** Means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.55 Telephone Enclosures:** A sheltering enclosure which protects both the User and the Telephone Instrument from weather and environmental noise.
- 2.56 Telephone Instrument:** The physical device with which an Inmate makes a communication connection to another distant point.
- 2.57 Telephone Platform:** The hardware, software, ancillary equipment, Telephone Instruments, patents, and licenses which are required to operate as an installed point-to-point, telephonic communication and recording system.
- 2.58 Total Billable Telephone Amount:** Aggregate of total claims by Contractor against the County for call services, voicemail messages, excluding the FCC-permissible Taxes and regulatory fees listed in Section C (Taxes and Regulatory Fees) of Exhibit C1 (Telephone Rates and Payment Schedule) to this Contract. This figure includes all ITS and ITD telephone calls, voicemail fees, and does not include other service or fees associated to tablets service usage.
- 2.59 Total Billable Tablet Services Amount:** Aggregate of total claims by Contractor against Inmates and customers for Tablet Services independent of the Total Billable Telephone Amount, excluding FCC-permissible Taxes and regulatory fees listed in Section C (Taxes and Regulatory Fees) of Exhibit C2 (Tablet Rates and Payment Schedule) to this Contract, for which revenue share to the County is not realized.
- 2.60 Unauthorized Calls:** Calls made to telephone numbers (Unauthorized Numbers) which are not permitted by the Sheriff's and Probation Departments. The Sheriff's and Probation Departments will provide a list of these Unauthorized Numbers and/or locations to Contractor.
- 2.61 User:** Any County employee who interacts with Contractor's provided ICSS.
- 2.62 Work:** Means the ICSS, and any other goods, other items, materials, or Services performed or delivered, by or on behalf of Contractor pursuant to this Contract, Exhibit A (Statement of Work), and all other Exhibits, Attachments, and fully executed Amendments and Change Notices hereto.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete and deliver on time, all goods, Services and other Work as set forth in herein.
- 3.2 Contractor acknowledges that the Services in this Contract are being provided to Inmates housed in Sheriff and Probation Facilities and that it may be necessary from time to time for the County to disable certain functions of the ICSS in order to preserve or restore order or for the safety and security of Inmates and individuals in the Facilities. Such a decision will be made in the sole discretion of County personnel, who will endeavor to disable the least amount of ICSS functionality for the minimum amount of time necessary to preserve or restore order, safety and security.

#### **3.3 Scope of Work**

##### **3.3.1 Implementation**

Contractor must provide ICSS implementation services, including, but not limited to, software and hardware installation, programming modifications, testing, training, and any other services as required for the successful implementation of the ICSS.

##### **3.3.2 Maintenance and Support**

Contractor must provide to the County Maintenance and Support in accordance with this Contract, Exhibit B (Service Level Agreement), Exhibit A (Statement of Work), and all attachments thereto. Maintenance and Support obligations will commence upon the County's validation of Contractor's successful implementation of each component of the ICSS, as applicable, and until the termination or expiration of this Contract.

#### **3.4 Approval of Work**

All tasks, subtasks, deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

If Contractor provides any tasks, subtasks, deliverables, goods, Services, or other Work to the County other than those specified in this Contract, or if Contractor provides such items requiring the County's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor must not assert any claim whatsoever against the County.

#### **3.5 No Offshore Work**

Contractor warrants: i) that all Services will be performed and rendered within and from within the United States, and ii) that Contractor must not transmit or

make available any of the County's confidential information, the County's intellectual property or any County property, including County materials, to any entity or individual outside the continental United States.

Specifically, no programming modifications for the County, including customizations, configurations, and interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's confidential information, County's intellectual property, or any County property including County materials, outside or from outside the United States.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract will be for five years commencing upon execution by the Board, unless sooner terminated or extended, in whole or in part as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two additional one-year option periods for a total Contract term not to exceed seven years. Each such option period will be exercised at the sole discretion of the Sheriff, as authorized by the Board in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Contract.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term option period.

#### **5.0 CONTRACT SUM**

##### **5.1 Total Contract Sum**

- 5.1.1 The Contract Sum under this Contract will be the total monetary amount payable by the County to Contractor for supplying all the goods, Services and other Work specified under this Contract. Contractor must provide Services at the rates identified in Exhibit C (Pricing Schedules) to this Contract.

##### **5.2 County's Percentage of Revenue**

- 5.2.1 The County will be entitled to receive \_\_\_% of the IWF Tablet Revenue Share Rate of Contractor's total tablet services billable amount, excluding only permissible Taxes and regulatory fees as set forth in Exhibit C2 (Tablet Rates and Payment Schedule) to this Contract.



### **5.3 Inmate Telephone Billing Rates**

- 5.3.1 Contractor must charge the County for calls at the telephone billing rates set forth in Section A (Telephone Billing Call Types and County-Pay Telephone Fixed Rate-Per-Minute) of Exhibit C1 (Telephone Rates and Payment Schedule) to this Contract.
- 5.3.2 The telephone billing rates set forth in Section A (Telephone Billing Call Types and County-Pay Telephone Fixed Rate-Per-Minute) of Exhibit C1 (Telephone Rates and Payment Schedule) to this Contract will remain firm and fixed for the term of the Contract, unless modifications to these Inmate telephone billing rates are mandated or otherwise required by the Federal Communications Commission (FCC), California Public Utilities Commission (CPUC), or other governmental regulatory agency having standing in the State of California. Such modifications must be made in accordance with Paragraph 8.1 (Amendments and Changes Notices) of this Contract.

### **5.4 Digitized Inmate Postal Mail Services**

- 5.4.1 Contractor must charge the County for Digitized Inmate Postal Mail Services at the rates set forth in Section A (Digitized Inmate Postal Mail Services) of Exhibit C3 (Digitized Inmate Postal Mail Rates and Payment Schedule) to this Contract.
- 5.4.2 The rates for Digitized Inmate Postal Mail Services set forth in Section A (Digitized Inmate Postal Mail Services) of Exhibit C3 (Digitized Inmate Postal Mail Rates and Payment Schedule) to this Contract, will remain firm and fixed for the term of the Contract.

### **5.5 Inmate Tablet Billing Rates**

- 5.5.1 Contractor must charge Inmates and customers for subscriptions, bundles and Services at the Inmate tablet billing rates set forth in Section B (Tablet Subscriptions, Bundles and Services) of Exhibit C2 (Tablet Rates and Payment Schedule) to this Contract.
- 5.5.2 The rates for Inmate tablet subscriptions, bundles and services set forth in Section B (Tablet Subscriptions, Bundles and Services) of Exhibit C2 (Tablet Rates and Payment Schedule) to this Contract, will remain firm and fixed for the term of the Contract. Any changes must be in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Contract.

### **5.6 Taxes and Regulatory Fees**

- 5.6.1 Contractor must only charge mandatory applicable pass-through Taxes and regulatory fees as set forth in Section C (Taxes and Regulatory Fees) of Exhibit C1 (Telephone Rates and Payment Schedule) and Section C (Taxes and Regulatory Fees) of Exhibit

C2 (Tablet Rates and Payment Schedule) to this Contract, and expressly authorized by the FCC and or any regulatory agency. Such mandatory applicable pass-through Taxes and regulatory fees will be applied separately and passed through to Inmates and Customers directly with no mark-up.

#### **5.7 Downtime Credits and Liquidated Damages**

Contractor must pay to the County any amounts due as downtime credits under Paragraph 4.4 (Deficiency Credits) of Attachment B (Service Level Agreement) of Exhibit A (Statement of Work) to this Contract, and liquidated damages under Paragraph 8.26 (Liquidated Damages) of this Contract. Downtime Credits and Liquidated Damages assessed will be memorialized by the issuance of a formal Exhibit K (Contract Discrepancy Report) to the Contract. Contractor must deduct any amounts due to the County from the following months invoice.

#### **5.8 Written Approval for Reimbursement**

Contractor will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

#### **5.9 No Payment for Services Provided Following Expiration-Termination of Contract**

Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor.

#### **5.10 Invoices and Payments**

5.10.1 Contractor must invoice the County only for providing the goods, Services, and other Work specified in Exhibit A (Statement of Work) to this Contract and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by the County under the terms of this Contract.

5.10.2 Contractor's invoices must be priced in accordance with Exhibit C (Pricing Schedules) to this Contract.

### 5.10.3 Invoice Details:

#### 5.10.3.1 Inmate Telephone System

Contractor must prepare the end of the month invoice format and content in the following manner:

- i. County's Contract number,
- ii. Contractor's name, address, and phone number,
- iii. Invoice number,
- iv. Invoice date, and
- v. Telephone rates:
  - Billing period,
  - Billable minutes by call type (e.g., intrastate, interstate, international, Speed Dial)
  - Non-billable minutes,
  - Taxes and regulatory fees.

#### 5.10.3.2 Digitized Inmate Postal Mail

Contractor must submit a monthly summary of all Digitized Inmate Postal Mail, which must include, but not be limited to the following information:

- i. Number of hard copy postal mail received,
- ii. Number of uploaded mail received, and
- iii. Number of files uploaded to Contractor's web-enabled dashboard.

#### 5.10.3.3 Inmate Tablet Devices (ITD)

a. Contractor must submit a monthly invoice detailing gross sales for the prior monthly billing period to County Project Manager by the date mutually agreed upon by the parties. Invoice must include the following:

- i. County's Contract number,
- ii. Contractor's name, address, and phone number,
- iii. Invoice number,
- iv. Invoice date,
- v. Invoice amount,
- vi. Gross sales from ITD, and
- vii. County's percentage of revenue.

b. Additionally, an electronic spreadsheet of all ITD purchases sorted by Inmate name, must be sent via email to County Project Manager. At a minimum, the spreadsheet must include:

- i. Inmates name,

- ii. Inmates booking number,
- iii. ITD number,
- iv. Description of item(s) purchased,
- v. Price, and
- vi. Quantity delivered.

5.10.4 Contractor must submit the monthly invoices to the County by the 15th Day of the month following the month of Service.

5.10.5 Contractor must submit one electronic copy and one original hard copy invoice with hard copy of any and all support documentation to the County Project Manager as specified in Exhibit D (County's Administration) to this Contract.

**5.10.6 County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.10.7 Preference Program Enterprises – Prompt Payment Program (if applicable)**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**5.11 Intentionally Omitted – Cost of Living Adjustments (COLA's)**

**5.12 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.12.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.12.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.12.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.12.4 At any time during the duration of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County's Administration referenced in the following Paragraphs are designated in Exhibit D (County's Administration) to this Contract.

### **6.2 County Project Director**

- 6.2.1 County Project Director for this Contract will be the person identified on Exhibit D (County's Administration) to this Contract.
- 6.2.2 The Sheriff's Department will notify Contractor in writing of any changes in the name or address of County Project Director.
- 6.2.3 Except as set forth in Paragraph 8.1 (Amendments and Change Notices) of this Contract, County Project Director is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.
- 6.2.4 County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### **6.3 County Project Manager**

- 6.3.1 County Project Manager for this Contract will be the person identified on Exhibit D (County's Administration) to this Contract.
- 6.3.2 The Sheriff's Department will notify Contractor in writing of any change in the name or address of County Project Manager.
- 6.3.3 County Project Manager will be a resource for addressing the technical standards and requirements of this Contract, and interface regularly with Contractor.
- 6.3.4 County Project Manager is not authorized to make any changes to any of the terms and conditions of this Contract nor obligate the County in any respect whatsoever.

6.3.5 County Project Manager will advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

#### **6.4 Consolidation of Duties**

The County reserves the right to consolidate the duties of County Project Director, whose duties are enumerated in Paragraph 6.2 (County Project Director) and the duties of County Project Manager, whose duties are enumerated in Paragraph 6.3 (County Project Manager), into one position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Contract. Contractor will be notified no later than five Days prior to exercising its right pursuant to this Paragraph 6.4 (Consolidation of Duties) of this Contract.

### **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following Paragraphs is designated in Exhibit E (Contractor's Administration).

#### **7.2 Contractor Project Manager**

7.2.1 Contractor Project Manager will be the person identified on Exhibit E (Contractor's Administration) to this Contract.

7.2.2 Contractor Project Manager must notify the County in writing of any change in the name or address or Contractor Project Manager.

7.2.3 Contractor Project Manager must be a full-time permanent employee of Contractor.

7.2.4 Contractor Project Manager must have three years' experience in the day-to-day management and administration of large-scale Inmate telephone services to federal, state, or county Inmate custodial accounts with a minimum total of 5,000 Inmate calls per day system wide.

7.2.5 Contractor Project Manager is responsible for Contractor's performance of all the Work and ensuring Contractor's compliance with this Contract.

7.2.6 Contractor Project Manager must attend regularly scheduled management meetings, as determined by the County, with prior notice to Contractor. These meetings, organized by Sheriff and Probation Project Directors, include, but are not limited to, Title 15 Meetings and discussions of Inmate telephone services and related issues. Issues may include, but are not limited to, telephone usage, billing, administration, Inmate complaints, and problems encountered by the County or Contractor.

- 7.2.7 Contractor Project Manager must supervise Contractor's System Administrators and be responsible for developing and submitting a supervision plan.
- 7.2.8 Contractor Project Manager will be responsible for Contractor's day-to-day activities, including but not limited to all administrative and technical matters and submission of reports, as related to this Contract.
- 7.2.9 Contractor Project Manager must be available to meet in person and confer with Sheriff and/or Probation Project Director, at least monthly, or more frequently as necessary, to discuss any of the Work under this Contract.

### **7.3 Contractor System Administrators**

- 7.3.1 Contractor System Administrators will be the persons designated in Exhibit E (Contractor's Administration) to this Contract.
- 7.3.2 Contractor System Administrators must be full-time permanent employees of Contractor.
- 7.3.3 Contractor System Administrators must possess two years' experience working in a corrections environment.
- 7.3.4 Contractor System Administrators will report to Contractor Project Manager and provide direct assistance to the Sheriff Project Manager.
- 7.3.5 During the term of this Contract, Contractor System Administrators must be available to meet in person and confer with Sheriff Project Manager whenever necessary.
- 7.3.6 Contractor System Administrators will be housed on-site at the Business Management Unit office of the Sheriff's Department's Inmate Services Bureau, or other locations determined by the Sheriff Project Director. The Work schedule for Contractor System Administrators will generally be Monday through Friday, unless specified otherwise, at the discretion of the Sheriff Project Director.

### **7.4 Approval of Contractor's Staff**

- 7.4.1 The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager and/or Contractor's System Administrators. If Contractor desires to replace, or if the County, at its discretion, requires removal of Contractor's Project Manager and/or Contractor System Administrators, Contractor must provide the County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. The County will

not unreasonably delay its approval of a replacement of Contractor's Project Manager or System Administrators.

- 7.4.2 In the event Contractor desires to remove any of their personnel from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and will work with the County on a mutually agreeable transition plan so as to ensure project continuity.
- 7.4.3 Contractor must promptly fill any vacancy with individuals having qualifications in accordance with this Paragraph 7.0 (Administration of Contract – Contractor) and Paragraph 3.0 (Contractor Staffing Responsibilities) of Exhibit A (Statement of Work) to this Contract.
- 7.4.4 All staff employed by and on behalf of Contractor must be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractors staff listed in this Paragraph 7.0 (Administration of Contract – Contractor) and all other members of Contractor's staff who have direct contact with the County (either by telephone, electronic or written correspondence, or in person) must be fully fluent in both spoken and written English.
- 7.4.5 Contractor, Contractor's staff and/or Subcontractor's employees, must meet all Contract requirements for admission into any Facility, including but not limited to, Paragraph 3.0 (Contractor Staffing Responsibilities) of Exhibit A (Statement of Work) to this Contract.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing Services under this Contract, who is in a designated sensitive position, as determined by the County, in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review, which may include, but will not be limited to, criminal conviction information and a security clearance as specified in Paragraph 3.2.1 (Background and Security Clearance) of Exhibit A (Statement of Work) to this Contract.
- 7.5.2 Sheriff Project Director will schedule background investigations with the Department's Religious Volunteer Services (RVS) Unit. All fees associated with obtaining the background information will



be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing Services under this Contract. Contractor must comply with the County's request at any time during the term of this Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate Facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County Facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) or Paragraph 3.2.1 (Background and Security Clearance) of Exhibit A (Statement of Work) to this Contract, will not relieve Contractor of its obligation to complete all Work and Services in accordance with the terms and conditions of this Contract.
- 7.5.6 These terms will also apply to Subcontractors of County Contractors.

## **7.6 Confidentiality**

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6 (Confidentiality), any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Acknowledgment, Confidentiality and Copyright Assignment Agreement).

**- OR -**

Contractor will cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

**- AND -**

Contractor will cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

No representative or employee of the County or Contractor, including those named in this Contract, is authorized to make changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Notices). The County reserves the right to change any portion of the Services required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision(s) must be accomplished in the following manner:

- 8.1.1 For any change that does not materially affect the scope of Work, period of performance, rates, fees, amount or schedule of payments, or any other term or condition of this Contract, a Change Notice must be mutually agreed upon and executed by Sheriff Project Director and Contractor Project Manager.
- 8.1.2 For any change that materially affects the scope of Work, period of performance, rates, fees, amount of schedule of payments, or any other term or condition of this Contract, an Amendment to this Contract must be mutually agreed upon and executed by the Board and Contractor.
- 8.1.3 During the term of this Contract, the County's Board or Chief Executive Officer reserves the right to require the addition of and/or change to certain terms and conditions of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to this Contract will be prepared and executed by the Sheriff and Contractor.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 and 8.1.2 above, for 1) the addition or removal of County Facilities; 2) any additions, relocations and modifications of Telephone Instruments consistent with the options set forth in Paragraph 4.1.9 (Telephone Instrument Additions, Relocations and Modifications) of Exhibit A (Statement of Work) and 3) any change to the Pre-Recorded Call Branding Prompts set forth in Paragraph 4.1.12.1 (Pre-Recorded Call Branding Prompts) of Exhibit A (Statement of Work), a Change Notice to this Contract will be executed by the Sheriff Project Director and Contractor Project Manager.
- 8.1.5 Notwithstanding Paragraph 8.1.1, 8.1.2, 8.1.3, and 8.1.4 above, for 1) any option extension of this Contract; 2) modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Contract; 3) any change that incorporates new technologies, methodologies, and techniques into the ICSS or any of its components, consistent with Paragraph 9.14 (New Technology) of this Contract; 4) adding any interfaces required to fully implement all features; 5) implementing the Tablet solution throughout all Facilities; 6) activating the Inmate Voicemail feature in accordance with Paragraph 4.2.6.8 (Inmate Voicemail) of Exhibit A (Statement of Work) to this Contract; 7) any change that decreases the Inmate Tablet Billing rate set forth in Exhibit C2 (Tablet Rates and Payment Schedule) consistent with Paragraph 5.3 (Telephone Billing Rates) of this Contract, and 8) Probation Department's authority to commence a Proof of Concept for Tablets in accordance with Paragraph 4.4 [Proof of Concept (POC) for Inmate Table Devices (ITD)] of Exhibit A

(Statement of Work) to this Contract, an Amendment to this Contract will be executed by the Sheriff and Contractor.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it must notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), the County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

#### **8.4 Budget Reductions**

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

#### **8.5 Complaints**

Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5 Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing to the complainant.

#### **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 8.6 (Compliance with Applicable Laws), any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will

have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor’s violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County’s approval or ongoing evaluation of such Work.
- 8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.



**8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 Consideration of Hiring GAIN/START Participants**

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor’s minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [gainstart@dps.lacounty.gov](mailto:gainstart@dps.lacounty.gov) and [bsservices@opportunity.lacounty.gov](mailto:bsservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

**8.12 Contractor Responsibility and Debarment**

**8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Contract. It is the County’s policy to conduct business only with responsible Contractors.

**8.12.2 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing contracts Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the County's Board finds, in its discretion, that Contractor has done any of the following: a) violated a term of a contract with the County or a nonprofit corporation created by the County, b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, c) committed an act or offense which indicates a lack of business integrity or business honesty, or d) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The

County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: a) elimination of the grounds for which the debarment was imposed, b) a bona fide change in ownership or management, c) material evidence discovered after debarment was imposed, or d) any other reason that is in the best interests of the County.

- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where a) Contractor has been debarred for a period longer than five years; b) the debarment has been in effect for at least five years; and c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor must also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for

printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County, or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

- 8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

- 8.17.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor must indemnify, defend, and hold harmless, the County and its elected officials, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

### **8.18 Counterparts and Electronic Signatures and Representations**

- 8.18.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.18.2 The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

## **8.19 Fair Labor Standards**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its elected officials, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Contract.

## **8.23 Indemnification**

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to the County**

- a. Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address provided in Exhibit D (County's Administration) to this Contract, and provided prior to commencing Services under this Contract.
- b. Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- c. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- d. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- e. Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager designated in Exhibit D (County's Administration) to this Contract.
- f. Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County



property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively the County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

**8.24.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

**8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

**8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County’s determination of changes in risk exposures.

**8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must

cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

**8.25.5 Property Coverage**

Contractors given exclusive use of the County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

**8.25.6 Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include 1) systems analysis; 2) systems programming; 3) data processing; 4) systems integration; 5) outsourcing including outsourcing

development and design; 6) systems design, consulting, development and modification; 7) training services relating to computer software or hardware; 8) management, repair and maintenance of computer products, networks and systems; 9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; 10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor with limits of not less than \$10 million.

#### **8.25.7 Cyber Liability Insurance**

Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during this Contract.

#### **8.25.8 Privacy/Network Security (Cyber) Insurance**

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for: i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), ii) ICSS breach, iii) denial or loss of service, iv) introduction, implantation or spread of malicious software code, and v) unauthorized access to or use of computer systems, with limits of not less than ten million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees

and Volunteers (collectively County and its Agents) must be provided additional insured status.

## **8.25.9 Intellectual Property Warranty and Indemnification**

### **8.25.9.1 Indemnification – General**

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 8.25.9.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the ICSS [collectively referred to for purposes of this Paragraph 8.25.9.1 as "Infringement Claim(s)"].

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.25.9.1 must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

### **8.25.9.2 Indemnification – Intellectual Property**

8.25.9.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or

copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the ICSS (collectively referred to for purposes of this Paragraph 8.25.9.2.1. (Indemnification – Intellectual Property) as “Infringement Claim(s).”

8.25.9.2.2 Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 8.25.9.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

8.25.9.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

8.25.9.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: i) the County’s use of a previous version of the ICSS, and the claim would have been avoided had the County used the current version of the software, ii) the County’s combining the ICSS with devices or products not intended or approved by Contractor, iii) use of the ICSS in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, iv) corrections, modifications,

alterations or enhancements that the County made to the ICSS and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, v) use of the ICSS by any person or entity other than Users, or vi) subject to Contractor's remedial measures, the County's willful infringement, including continued use of Contractor's infringing the ICSS after being notified by Contractor that such infringing the ICSS is, or is likely to become, the subject of a third-party claim.

8.25.9.2.5 Contractor must, at its option and at no cost to the County, engage in remedial measures by, either: i) disabling without delay, the affected software component, as applicable, and either ii) procuring the right, by license or otherwise, for the County to continue to use the ICSS or affected component(s) thereof, or part(s) thereof, or iii) replacing or modifying the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the County and Contractor, until the ICSS and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 8.25.9 (Indemnification – Intellectual Property). The foregoing states Contractor's entire liability and the County's sole and exclusive remedy with respect to this Paragraph 8.25.9.

8.25.9.2.6 Failure by Contractor to provide and complete the remedial acts described in Paragraph 8.25.9.2.5 above will constitute a material breach of this Contract, upon which the County will be entitled to terminate this Contract for



default pursuant to Paragraph 8.43 (Termination for Default) below.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the County Project Director, in a written notice describing the reasons for said action.
- 8.26.2 If the County Project Director, determines that there are deficiencies in the performance of this Contract that the County Project Director, deems are correctable by Contractor over a certain time span, the County Project Director, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may: a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly Contract sum; and/or b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Exhibit B (Service Level Agreement) to this Contract hereunder and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or c) Upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph 8.26 (Liquidated Damages) must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Exhibit B (Service Level Agreement) to this Contract, or Paragraph 8.26.2 of this Contract, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### **8.27 Most Favored Public Entity**

If Contractor's prices decline or should Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

### **8.28 Nondiscrimination and Affirmative Action**

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non-Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the County from acquiring similar, equal or like goods and/or Services from other entities or sources.

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

Contractor must bring to the attention of County Project Director any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Director is not able to resolve the dispute, the Sheriff will resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

Contractor must notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) to this Contract. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. The County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
- a. Contractor must develop all publicity material in a professional manner; and
  - b. During the term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been

awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location the County, provided that if any such material is located outside the County, then, at the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) in Paragraph 8.38.3, below.
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such

audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference must be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to Subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to Subcontract, Contractor must provide the following information promptly at County's request:
- a. A description of the Work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract; and
  - c. Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor must indemnify, defend, and hold harmless the County and its elected officials, officers, employees and agents with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to Subcontract, notwithstanding the County's approval of Contractor's proposed Subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the County, Contractor must forward a fully executed Subcontract to the County for their files.
- 8.40.7 Contractor's solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor must obtain certificates of insurance, which establish that Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such documents to the County Contract Compliance Manager designated in Exhibit D (County's Administration) to this Contract.

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) of this Contract will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default), below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

**8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the Work as would not have been terminated by such notice.



- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract.

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:
- a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and Services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and Services. Contractor must continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43 (Termination for Default).
- 8.43.3 Except with respect to defaults of any Subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2, above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of

causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of this Paragraph 8.43.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) above.
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, Services, the provision of travel or entertainment, or tangible gifts.

## **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- c. The appointment of a Receiver or Trustee for Contractor, or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through this Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such

default within ten days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

### **8.53 Time Off for Voting**

Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten Days before every statewide election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.54.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted – Integrated Pest Management (IPM) Program Compliance**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

### **8.57 Compliance with the County Policy of Equity**

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and

Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted – Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

#### **9.2 Intentionally Omitted – Ownership of Materials, Software and Copyright**

Refer to Exhibit I (Information Security and Privacy Requirements) to this Contract.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

- 9.3.1 Contractor must indemnify, hold harmless and defend the County and its elected officials, officers, agents and employees from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that the County's continued use of the ICSS is not materially impeded, must either:
- a. Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
  - b. Replace the questioned equipment, part, or software product with a non-questioned item; or
  - c. Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

### **9.4 Intentionally Omitted – Data Destruction**

Refer to Exhibit I (Information Security and Privacy Requirements) to this Contract.

### **9.5 Intentionally Omitted – Contractor's Charitable Activities Compliance**

### **9.6 Local Small Business Enterprise (LSBE) Preference Program**

- 9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.6.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.7 Social Enterprise (SE) Preference Program (if applicable)**

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.



- 9.7.4 If Contractor has obtained the County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of this amount of this Contract; and
  - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program (if applicable)**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by

reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
- c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **9.9 Intentionally Omitted – Organic Waste Recycling**

#### **9.10 Intentionally Omitted – Procurement of SB 1383-Compliant Compost and Mulch**

#### **9.11 Intentionally Omitted – Edible Food Donation**

#### **9.12 Compliance with County's Women in Technology Hiring Initiative**

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for the County Information Technology (IT) careers. In support of the subject initiative, IT Contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

#### **9.13 Representations and Warranties**

##### **9.13.1 General Warranties**

Contractor represents, warrants, covenants, and agrees that throughout the entire term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to

professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, and all Attachments thereto and Solution Requirements.

- b. Unless specified otherwise herein, the ICSS must be free from material Deficiencies.
- c. The Maintenance and Support Service Levels must not degrade during the entire term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the ICSS or any component through any device, method or means including, without limitation, the use of any “virus,” “lockup,” “time bomb,” or “key lock,” “worm,” “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of the County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the County or User or which could alter, destroy, or inhibit the use of the ICSS or any component, or the data contained therein [collectively referred to as “Disabling Device(s)”], which could block access to or prevent the use of the Solution or any component by the County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any ICSS component provided to the County under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided ICSS component to contain any Disabling Device.

In addition, Contractor must prevent viruses from being incorporated or introduced into the ICSS or updates or enhancements thereto prior to the installation onto the ICSS and must prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

#### 9.13.2 Standard of Services

Contractor’s Services and other Work required by this Contract must, during the term of this Contract, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Contract fail to conform to such standards, upon notice from the County specifying the failure of performance, Contractor must also, at Contractor’s sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and

to the extent that) errors have been caused by Contractor or malfunctions of the ICSS or by any other tools introduced by Contractor into the ICSS for the purpose of performing Services or other Work under this Contract or otherwise.

#### 9.13.3 System Warranties and Problem Resolution

Contractor hereby warrants to the County that the ICSS must be free from any and all Deficiencies commencing from production use of the ICSS through the term of this Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement) to this Contract and will be at no cost to the County beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the ICSS components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.
- b. Any ICSS enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations.
- c. The ICSS, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the ICSS Requirements and security requirements.
- d. The ICSS must meet the Solution Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

#### 9.13.4 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 9.13.4 may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 9.13.4 and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this

Paragraph 9.13.4. The provisions of this Paragraph 9.13.4 will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the ICSS from loss or damage by any cause. Contractor bears the full risk of loss or damage to the ICSS and any ICSS data by any cause other than resulting from force majeure or the County's sole fault, to include the repair or replacement by Contractor, at its own expense, of the non-conforming ICSS component(s), as well as an assessment of Service Credits and any other corrective measures specified in Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement) to this Contract.

#### 9.13.5 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in Paragraph 9.13 (Representations and Warranties) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 8.43 (Termination for Default) of this Contract.

### 9.14 New Technology

9.14.1 Without limiting Contractor's obligation to provide the County updates, Contractor and the County acknowledge the probability that the technology of the ICSS or any of its components provided under this Contract will change and improve during the term of this Contract. The County desires the flexibility to incorporate into the ICSS any new technologies, as they may become available. Accordingly, Contractor Project Manager must, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than updates, that Contractor considers being applicable to the ICSS or any of its components.

9.14.2 Specifically, upon the County's request, Contractor must provide, in writing a description of such new technologies, methodologies, and techniques, and must indicate the advantages and disadvantages of incorporating the same into the ICSS, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the ICSS or any of its components. The County, at its discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the ICSS or any of its components pursuant to the provisions of Paragraph 8.1 (Amendments and Change Notices) of this Contract.

## **10.0 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Paragraph 5.9 (No Payment for Services Provided Following  
Expiration-Termination of Contract)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments and Change Notices)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6 (Compliance with Applicable Laws)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR**

By

\_\_\_\_\_ Name

\_\_\_\_\_ Title

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_ Chair, Board of Supervisors

ATTEST:

JEFF LEVINSON  
Interim Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel